

**STATE OF TENNESSEE
Department of Commerce and Insurance
500 James Robertson Parkway
Nashville, TN 37243-1131
PH - 615.532.5260, FX - 615.532.2788
Jerald.E.Gilbert@tn.gov**

RECEIVED

JUN 12 2018

B. PHILPOT

May 17, 2018

Cincinnati Insurance Company, The
P O Box 145496
Cincinnati, OH 45250
NAIC # 10677

Certified Mail
Return Receipt Requested
7017 1450 0002 1327 8118
Cashier # 38479

Re: Annette Keel V. Cincinnati Insurance Company, The

Docket # 2018-CV-118

To Whom It May Concern:

Pursuant to Tennessee Code Annotated § 56-2-504 or § 56-2-506, the Department of Commerce and Insurance was served May 16, 2018, on your behalf in connection with the above-styled proceeding. Documentation relating to the subject is herein enclosed.

Jerald E. Gilbert
Designated Agent
Service of Process

Enclosures

cc: Circuit Court Clerk
Franklin County
360 Wilton Circle, Room 157
Winchester, Tn 37398-2641

STATE OF TENNESSEE
COUNTY OF FRANKLIN
12TH JUDICIAL DISTRICTFile No. 2018-CV-118ANNETTE KEEL

Plaintiff(s)

vs.

THE CINCINNATI INSURANCE COMPANY

Defendant(s)

To the above named Defendant(s): Commissioner of Insurance

(The Cincinnati Insurance Company)

You are summoned to appear and defend a civil action filed against you in Circuit Court, Franklin County, Tennessee, and your defense must be made within thirty (30) days from the date this summons is served upon you. You are further directed to file your defense with the Clerk of the Court and send a copy to the plaintiff's attorney at the address listed below.

In case of your failure to defend this action by the above date, judgment by default will be rendered against you for the relief demanded in the Complaint.

Issued: May 11, 2018.

Court Clerk, Franklin County, Tennessee

BY: Pam Anderson
Deputy ClerkATTORNEY FOR PLAINTIFF Timothy S. Priest
SWAFFORD, PETERS, PRIEST & HALL
120 North Jefferson Street
Winchester, TN 37398
931/967-3888 officeOR
PLAINTIFF(S) ADDRESS

NOTICE

TO THE DEFENDANT(S):

Tennessee law provides a ten thousand dollar (\$10,000) personal property exemption from execution or seizure to satisfy a judgment. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the Clerk of the Court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel for yourself and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of these items be seized you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer. [T. C.A. §26-2-114]

TO THE SHERIFF:

Please execute this summons and make your return hereon as provided by law.

Received this summons for service this _____ day of _____, 2018.

Court Clerk

IN THE CIRCUIT COURT OF FRANKLIN COUNTY, TENNESSEE
AT WINCHESTER

ANNETTE KEEL,

Plaintiff,

Vs.

**THE CINCINNATI INSURANCE
COMPANY,**

Defendant.

FILED 5-11-18
TIME 3:32 P M
ROBERT BAGGETT
CIRCUIT COURT CLERK
FRANKLIN COUNTY, TN

Case No 2018-CV-118

JURY DEMAND

COMPLAINT

The plaintiff, Annette Keel, by and through her attorney, and for the cause of action against the defendant hereby avers the following:

1. The plaintiff is a resident citizen of Franklin County, Tennessee.
2. The defendant, The Cincinnati Insurance Company (hereinafter called "Cincinnati"), is a for profit domestic corporation authorized to sell insurance within the state of Tennessee and may be served through the Commissioner of Insurance at 500 James Robertson Parkway, Nashville, Tennessee 37243-1204.
3. This cause of action arises due to a fire loss claim the plaintiff herein asserts pursuant to her homeowner's policy, policy number H01 0552949, with Cincinnati. All parties are properly before this court and this court has jurisdiction over this action.

4. On or about May 13, 2016, fire destroyed the plaintiff's home located at 1171 Bypass Road, Winchester, Tennessee. The fire, smoke and water damage rendered the residence uninhabitable. The plaintiff avers that the fire, smoke and water damage to the residence resulted in a total loss of the plaintiff's residence.

5. The plaintiff avers that at all times since the issuance of Homeowner Policy Number H01 0552949 by Cincinnati, the plaintiff paid the required premium and said policy was in full force and effect on May 13, 2016.

6. On or about January 17, 2017, the plaintiff submitted to Cincinnati a sworn proof of loss for damaged incurred to her real and personal property as a result of this fire. The plaintiff avers that she has made a claim for proceeds under the terms of the policy of insurance in question and has complied with all conditions precedent to recover under the terms of the policy. The plaintiff further avers that she has cooperated fully with Cincinnati and has provided a statement under oath as requested by Cincinnati.

7. Cincinnati tendered a payment for the dwelling in the amount of \$370,562.29 and a payment for the loss of the plaintiff's personal property in the amount of \$106,739.58. A copy of the tender made by Cincinnati is attached hereto as "Exhibit A." The defendant made supplemental payments to plaintiff for her personal property claim, but refuses to pay the amount the plaintiff submitted in her proof of loss submitted in this claim.

8. The plaintiff avers that Cincinnati has refused to pay the plaintiff's claim as submitted in this cause without cause or just ground. Furthermore, the refusal by Cincinnati to pay the claim as submitted by the plaintiff has not been made in good faith entitling the plaintiff

to recover a penalty against the defendant for bad faith under the provisions of *Tenn. Code Ann.* §56-7-105.

9. The plaintiff avers that she is entitled to recover the full value of the dwelling pursuant to *Tenn. Code Ann.* §§56-7-801 and 56-7-803.

WHEREFORE, PLAINTIFF PRAYS AS FOLLOWS:

1. That proper process issue and be served upon the defendant in this cause requiring the defendant to appear and answer this Complaint.

2. This court enter a judgment against the defendant, Cincinnati, for her actual losses under her homeowner's policy with Cincinnati, including all consequential economic damages suffered by the plaintiff since her loss of May 13, 2016.

3. That this court enter a penalty judgment against the defendant, Cincinnati, in the amount of 25% of the sum submitted by the plaintiff in her proof of loss in this claim pursuant to *Tenn. Code Ann.* §56-7-105.

4. That the plaintiff be granted such other general relief, including the award of discretionary costs, as the court deems appropriate.


5. That the plaintiff demands a jury of twelve to try the issues joined in this cause.

Respectfully submitted,

BY 

Annette Keel, Plaintiff


SWAFFORD, PETERS, PRIEST & HALL

BY: 
Timothy S. Priest, BPR# 013922
Attorney for Plaintiff
120 North Jefferson Street
Winchester, TN 37398

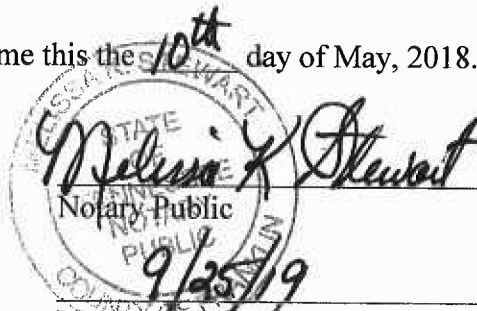
STATE OF TENNESSEE

COUNTY OF FRANKLIN

Annette Keel makes oath that she has read the foregoing Complaint and knows the contents thereof to be true except those alleged on information and belief, and those she believes to be true.

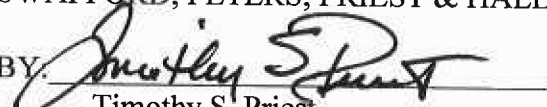

Annette Keel

Sworn to and subscribed before me this the ^{10th} day of May, 2018.


My Commission Expires

We go as surety for all amounts required by law or included in the Clerk's Bill of Costs, not to include discretionary costs.

SWAFFORD, PETERS, PRIEST & HALL

BY: 
Timothy S. Priest